

Exhibit “A”

VETERANS GUARDIAN, LLC

75 Trotter Hills Circle, Pinehurst, NC 28374

Consulting Service Agreement

This Consulting Service Agreement (the "Agreement") is entered into on this date:

03/02/2022

BETWEEN:

Jennifer L. Ford

(the "Client")

AND

Veterans Guardian, LLC of 75 Trotter Hills Circle, Pinehurst, NC 28374

(the "Consultant")

1. Background:

- a. This agreement is for the provision of VA benefit pre-filing and post-filing consulting services only and is in accordance with Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations § 14.
- b. Pre-filing consulting services include a VA benefits assessment, a medical assessment to identify possible service connected conditions, development of medical evidence, identification of VA benefit claim strategies, and education and information on how to prepare and submit a claim. Pre-filing consulting services are provided to the client prior to any decision on the part of the client to initiate a claim for VA benefits and an individual becoming a "claimant" under the definition as found in 38 CFR § 14.627(h)
- c. Post-filing consulting services include a review of any decisions made by the VA pursuant to a benefit claim filed by the client, an updated VA benefits assessment and identification of future VA benefit claim strategies
- d. The client understands there are completely free services available to veterans to support the filing of claims for VA benefits and for the services that Veterans Guardian provides pursuant to this agreement. The client always has the option to utilize the free services provided by entities such as National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers. Veterans Guardian consulting services are not required to submit a claim for VA benefits and the client can achieve a positive VA benefit claim outcome with these other organizations. Furthermore, clients may utilize Veterans Guardian consulting services in coordination with these other free or paid services. Veterans Guardian only works with clients that understand these other options are available and have elected to retain Veterans Guardian consulting services with that full knowledge. The Veterans Administration provides a search tool to find representatives for VA Claims who will assist you for free at www.ebenefits.va.gov/ebenefits/vso-search.
- e. Veterans Guardian is not a VA accredited agent. Veterans Guardian is not the client's representative to the VA and does not file claims or any other documents or responses with the VA on behalf of the client. The client is solely responsible for any and all submissions of claims, documents or responses to the VA either as their own representative or through a VA accredited agent.
- f. Federal code and VA regulations prohibit anyone from charging a fee for the preparation, presentation, and prosecution of a new claim for veterans' benefits. Furthermore Federal Code and VA regulations only allows VA accredited agents to assist claimants in the preparation, presentation and prosecution of claims for VA benefits. However Federal code and VA regulations do allow an entity to provide pre-filing and post-filing consulting services as these services occur outside a preceding before the Department of Veterans' Affairs on a claim for benefits.
- g. Federal code and VA regulations limit Veterans Guardian to work only with clients that do not have an active claim with VA and is not a "claimant" as defined in 38 CFR § 14.627(h): If a Veteran has an active claim and/or appeal,

Veterans Guardian may only work with the veteran once the VA has made a final decision on the claim or appeal. However, Veterans Guardian may assist clients with the development of new claims not related to pending claims.

b. Responsibilities of the Client.

- 1) Provide accurate and truthful information to Veterans Guardian in the conduct of Pre-filing and Post-filing consulting. Any advice or information developed by Veterans Guardian based on fraudulent or untruthful information is the responsibility of the client.
- 2) Client affirms that if they have an active intent to file on any open claims using the intent to file, Veterans Guardian will assess the positive outcome on these claims and include it in the fee structure.
- 3) Client affirms they do not have any notice of Disagreement, Appeals, and do not meet the definition of "claimant" as defined in 38 CFR § 14.627(h).
- 4) Client affirms that they understand that there are completely free services available to veterans to support the filing of claims for VA benefits and for the services that Veterans Guardian will provide pursuant to this agreement. The client always has the option to utilize the free services provided by entities such as National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers. Utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and the client can achieve a positive VA benefit claim outcome with these other organizations. Furthermore, clients may utilize Veterans Guardian consulting services in coordination with these other free or paid services. Veterans Guardian only works with clients that understand these other options are available and have elected to retain Veterans Guardian consulting services with that full knowledge. The Veterans Administration provides a search tool to find representatives for VA Claims who will assist you for free at www.ebenefits.va.gov/ebenefits/vso-search.
- 5) Client affirms that they understand that Veterans Guardian is not a VA accredited agent and will not assist a claimant in the preparation, presentation and prosecution of claims for VA benefits. Veterans Guardian is not the client's representative to the VA and does not file claims or any other documents or responses with the VA on behalf of the client. The client is solely responsible for any and all submissions of claims, documents or responses to the VA either as their own representative or through a VA accredited agent.

- 6) Client agrees to provide all required documents as determined by Veterans Guardian to include but not limited to any and all medical records (both military and civilian), VA rating decision letters, VA rating breakdown letter, VA pay history, confirmation of current claim status, DD214, and any other correspondence with the VA. Clients are responsible for providing these documents in a timely manner.
- 7) Clients will not provide any original copies of any documents sent to Veterans Guardian. Any documents submitted to Veterans Guardian will be copied and the client will maintain the original or a copy of any documents sent to Veterans Guardian. Veterans Guardian will scan any documents received and store electronically on a HIPAA compliant server. All paper documents will be destroyed once scanned. Veterans Guardian will not return paper documents to a client. Client affirms that they are responsible for maintaining copies of all records and releases Veterans Guardian of any liability for the loss of a client's records.
- 8) The client will provide timely and responsive answers to any inquiries from Veterans Guardian to support completion of Pre-filing and Post-filing consulting services and any billing activities.
- 9) The client will notify Veterans Guardian and provide copies of any and all correspondence received from the VA to include Rating Decision Letters within two days of receipt in order to support Post filing consulting services within the VA regulatory and statutory timelines.
- 10) The client will notify Veterans Guardian of any pending appointments with a medical professional (private provider, military provider, VA provider) or VA Compensation and Pension (C&P) exam so that Veterans Guardian can assist the client in preparing for the appointment.
- 11) The client agrees to pay all fees IAW section 3 (Determination of Consulting Fee) and section 4 (Payments).
- 12) The client assumes full responsibility for failure to provide information or comply with the terms of this agreement and the possible delay or loss of benefits that may result. Client understands that they or their accredited representative are solely responsible for timely filing of a claim and responses to the VA and that failure to meet these timelines may result in loss or reduction of benefits.
- 13) The client will provide and maintain both an email address and phone number for communication with Veterans Guardian. If the client changes either email address or phone number, Veterans Guardian will be notified of any change and provided with new contact information. Client authorizes Veterans Guardian to communicate through these means for any and all functions related to this agreement including phone call, text, email, and automated messaging systems.
- 14) Client will obtain and/or maintain a Premium VA eBenefits account.
- 15) If the client fails to meet these requirements or to do so in a timely manner, Veterans Guardian may terminate its relationship with the client if it determines it can no longer provide benefit to the client.

c. Additional Terms and Conditions.

- 1) Each case will be reviewed to determine compatibility with Veterans Guardians services. Veterans Guardian only retains cases in which Veterans Guardians consulting services provide benefit to the veteran. Veterans Guardian reserves the right to end any consulting relationship if Veterans Guardian determines that it can no longer provide benefit to the client or it is apparent that the client is attempting to defraud the government.
- 2) All consulting is based on information provided by the client and the client retains responsibility for the accuracy and truthfulness of that information and the outcome of the consulting service provided based on that information. The client is solely responsible for ensuring that all filings with the VA are accurate and timely and assumes responsibility for any impact on benefits and a VA decision as a result of a filing.
- 3) Veterans Guardian does not guarantee an outcome on VA rating decisions. Not all claims will be decided in favor of the client. This is why Veterans Guardian does not charge a fee unless there is a favorable outcome.
- 4) **Pending Claims.** Pending claims that have not been adjudicated can complicate the process and impact your individual claim strategy. Veterans Guardian's preference is to allow claims to be adjudicated first and then establish the consulting relationship and move forward. However, Veterans Guardian will move forward with providing pre-filing consulting services for unrelated claims if the client desires. Existing claims impact the development of an overall claim strategy and require further review and development. Due to the work required

of Veterans Guardian in relation to these claims any favorable outcome on these claims will be included in the fee structure.

- 5) Veterans Guardian will only provide consulting services for medical conditions that have adequate medical history, medical-legal evidence, and documented service connection. Veterans Guardian will not be a party to any fraudulent or undeserved claim.
- 6) Veterans Guardian is not a law firm, does not have an attorney on staff, and is not licensed to practice law in any jurisdiction. Our consulting services may include verbal or written discussions of legal issues and procedures and any communications are understood to be only Veterans Guardians' opinion and does not constitute legal assistance or advice.
- 7) Information listed in this agreement and any and all other correspondence or marketing materials from Veterans Guardian, not limited to but including, benefit amounts, success rates, and disability rating and benefit increases are estimates not specific to any one claim and do not represent a promise or guarantee of results. Determination of benefits and awards is determined solely by the Department of Veterans Affairs.
- 8) This agreement represents the full agreement between the client and Veterans Guardian. Any verbal or written representations made by any representative of Veterans Guardian that is not included in this agreement is only valid if those representations are signed by the CEO of Veterans Guardian.
- 9) The client understands and agrees that the consulting services provided are "as is" and that Veterans Guardian disclaims all warranties of any kind. The client is only charged a fee if there is a favorable outcome.
- 10) Release of Information: To the extent not prohibited by Law or Regulation, you authorize the transfer and disclosure of any information relating to you to and between the branches, subsidiaries, representative offices, affiliates and agents of Veterans Guardian and third parties selected by any of them or us, wherever situated, for confidential use. We and any of the branches, subsidiaries, representative offices, affiliates and agents of Veterans Guardian or third parties selected by any of them or us, shall be entitled to transfer and disclosure any information as may be required by Law or Regulation, court, regulator or legal process.

d. Medical Exams

- 1) In the event that a client requires an independent medical opinion from a medical professional that meets VA credentialing requirements, the client has the option to use a private provider or a VA staff doctor. If the client chooses to use a private provider, the private provider may charge a fee for their services which is wholly separate from Veterans Guardian and its consulting services. Any fees will be paid directly to the private provider with no involvement of Veterans Guardian.
- 2) Veterans Guardian has pre-identified private medical professionals that understand the complexities of the VA disability claim process and provide credible and unbiased independent medical opinions based on an individual evaluation of the client and their medical history, and available medical-legal evidence.
 - a) No client is required to utilize a Veterans Guardian pre-identified medical professional.
 - b) Pre-identified private medical professionals are independent of Veterans Guardian and solely responsible for any medical opinion and may provide an opinion that does not support a favorable VA disability rating.
 - c) Veterans Guardian cannot provide any guarantee that the independent medical opinion of a pre-identified medical professional will be favorable to the clients VA claim. In the event that the independent medical opinion does not support a claim for a given condition, Veterans Guardian may choose to provide no further assistance in development of that specific given condition.
 - d) These conditions provide independent medical evaluations that carry significant weight and provide value to clients in VA consideration of their disability claims.
 - e) If the client chooses to utilize one of the Veterans Guardian pre-identified medical professionals the client is granting permission for Veterans Guardian to communicate with that medical professional to include but not limited to the following:

- i. Transmission of any and all personal and health information provided by the Client to Veterans Guardian from Veterans Guardian to the Medical Professional. The purpose of this transfer of information is to provide the medical professional with the information necessary to prepare for and conduct the mental health examination.
- ii. Transmission of completed assessments from the medical professional to Veterans Guardian to include but not limited to an Independent Medical Opinion and addendums. The purpose of this transfer is to provide Veterans Guardian with the completed assessment to assist the Veteran in preparing their claim packet for submission to the VA.

3) Mental Health Consultation Consent.

If the client chooses to utilize one of the Veterans Guardian pre-identified medical professionals the client agrees to and understands the following:

- a) I will receive a psychological consultation from a licensed mental health professional.
- b) The purpose of this consultation is to provide the Veterans Benefits Administration (VBA), which is also part of the VA, with information they need to make a decision regarding my claim for Compensation & Pension (C&P) benefits.
- c) I understand that I am not a patient of any of the mental health professionals and I will not be receiving counseling or psychotherapy. I understand that the only reason for this process is to conduct a psychological consultation for compensation and pension (C&P) purposes. I understand that if I want to receive mental health treatment from the Veterans Health Administration, I can call any VA medical center or clinic to request an appointment.
- d) The consultation might be stressful, I might feel upset (sad, anxious, irritable, depressed, etc.) as a result of the consultation. I understand that the mental health professional and Veterans Guardian are not able or responsible for crisis management. If I am in crisis, I understand that I can receive immediate attention by calling the Veteran Crisis Line (1-800-272-8255, press 1, or text 838255) or the National Suicide Prevention Lifeline (1-800-273-8255).
- e) This consultation and its contents are private and confidential except under the following circumstances:
 - i. If I appeal my case to the Federal courts, some aspects of this exam may become a matter of public record.
 - ii. The mental health professional will write an exam report and send it to Veterans Guardian to be included in the information provided to you for submission of your claim packet to the VA. A copy of the exam report will also be retained in a secure location for future reference, as needed.
 - iii. If I am in imminent danger of harming myself or another person, the mental health professional working with me must take whatever steps necessary to prevent harm and this might mean breaking confidentiality.
 - iv. If I share information that would lead a reasonable person to suspect that a child, disabled adult, or elderly person is being abused or neglected then the mental health professional is obligated to report that information to Protective Services.
- f) I must be honest in answering questions during the consultation and on all psychological questionnaires and tests (as applicable). Any attempt to exaggerate or fabricate symptoms of mental disorders could have negative consequences for my claim.
- g) If I had any questions about this consent, all of them were answered prior to the consultation being conducted.

3. Determination of Consulting Fee

- a. The client is only charged a fee if there is a favorable outcome on their claim that results in an increase in the client's compensation from the government. WE TAKE ALL THE RISK UP FRONT.

b. Veterans Guardian will receive compensation equivalent to five (5) times the increase in the client's monthly compensation that results from Veterans Guardian Pre-filing consulting services.

c. **Determination of Increase in Client's Monthly Compensation and Consulting Fee.** The increase in the clients monthly compensation is determined by subtracting the client's pre-consulting monthly compensation prior to submission of a claim based on Veterans Guardian Pre-filing consulting services and the clients post-consulting monthly compensation after submission of a claim based on Veterans Guardian Pre-filing consulting services. The client's individual status relating to retirement, separation, and active duty status impacts how the consulting fee is determined. Each client will fall into 1 of 4 categories; Retired Veteran, Separated Veteran, Active Duty Retiring and Active Duty Separating. Each category has a specific process for determining the consulting fee as follows:

- 1) **Retired or Retiring Veteran.** As a veteran receiving retirement pay, whether or not the client is receiving concurrent retirement and disability pay (CRDP) plays a large factor in determination of total compensation from the government and Veterans Guardian consulting fees. Pre-consulting and post-consulting monthly compensation and the consulting fee is determined as follows:
 - a) **Pre-Consulting Monthly Compensation.** If the client has a VA rating of 40% or less and is not receiving concurrent retirement and disability pay (CRDP), their pre-consulting monthly compensation will be treated as no benefit (\$0) because the Veteran is not receiving any additional benefit from the government. If the client has a rating that is 50% or greater and is receiving CRDP their pre-consulting monthly compensation will be treated as the full value of the VA benefit because they are receiving their full Retirement pay and VA benefit concurrently.
 - b) **Post-Consulting Monthly Compensation.** The post-consulting monthly compensation is dependent on whether or not the client achieves a rating of at least 50% and is eligible to receive CRDP. If the client does not achieve a rating of 50% or greater and is therefore not eligible to receive CRDP, their post-consulting monthly compensation will be treated as no benefit (\$0) and the client will owe Veterans Guardian no consulting fee because the client did not receive any additional benefit from the government. If the client achieves a rating of 50% or greater and is eligible to receive CRDP the post-consulting monthly compensation will be treated as the full value of the VA benefit because they are now receiving their full retirement pay concurrently.
 - c) **Consulting Fee.** The consulting fee is determined by subtracting the pre-consulting monthly compensation from the post-consulting monthly compensation and multiplying any increase by five (5). As a veteran receiving retired pay you will only be charged a consulting fee if there is an increase in your monthly compensation and you achieve a disability rating of 50% or higher and are eligible for CRDP.

Examples of Consulting Fee Determination: Client is retired with a spouse and no children

Example #1

Pre-consulting Rating: **20%**
Monthly Compensation: **\$0** (no CRDP)
Post-consulting Rating: **60%**
Monthly Compensation: **\$1,215.86**
Special Monthly Comp: \$108.57
Monthly Compensation: **\$1,324.43**
Increase
(multiply x 5 for consulting fee)
Consulting Fee: **\$6,622.15**

Example #2

Pre-consulting Rating: **20%**
Monthly Compensation: **\$0** (no CRDP)
Post-consulting Rating: **40%**
Monthly Compensation: **\$0** (no CRDP)
Monthly Compensation: \$0
Increase
(multiply x 5 for consulting fee)
Consulting Fee: **\$0**

- 2) **Separated or Separating Veteran.** As a separated veteran, retirement pay is not a factor. The increase in the clients monthly compensation is determined by subtracting the client's pre-consulting monthly compensation prior to submission of a Veterans Guardian assisted claim and the clients post-consulting

monthly compensation after submission of their Veterans Guardian assisted claim and multiplying any increase by five (5).

Example of Consulting Fee Determination: Client has a spouse and no children

Pre-consulting Rating: **30%**

Monthly Compensation: **\$479.83**

Post-consulting Rating: **60%**

Monthly Compensation: **\$1215.86**

Special Monthly Comp: **\$108.57**

Monthly Compensation: \$844.60

Increase

(multiply x 5 for consulting fee)

Consulting Fee: **\$4,223.00**

- 3) For determination of the consulting fee, Veterans Guardian considers as part of the monthly benefit disability compensation, special monthly compensation (SMC), and additional spouse/dependent payments.
- 4) Veterans Guardian does not consider any retroactive pay, temporary convalescent rating pay, combat related special compensation awards, aid and attendance, or Dependency Indemnity Compensation in the determination of consulting fees.

d. Subsequent Consulting Services with Veterans Guardian. As with the initial claim, the increase in the clients monthly benefit award is determined by subtracting the client's monthly benefit award after the previous submission based on Veterans Guardian Pre-filing consulting services and the clients monthly benefit award after submission of their subsequent submission based on Veterans Guardian Pre-filing consulting services. Bottom line – we base determination of subsequent consulting fees only on any increase we help you achieve.

e. Pending Claims. If the client chooses to begin a consulting relationship with Veterans Guardian before any and all pending claims have been adjudicated by the VA, any compensation subsequently awarded by the VA will be included in the determination of consulting fees.

4. Payment. Veterans Guardian provides the client with flexibility for the payment of consulting fees and will work with the client to develop a payment schedule to meet the clients needs within the following terms.

- a. Consulting fees are considered billable from the date the client receives their first increased disability compensation based on Veterans Guardian Pre-filing consulting services.
- b. Clients will receive a billing statement electronically from Veterans Guardian on the 1st of the month they receive their first increased disability compensation. The billing statement will include a payment schedule and instructions for payment methods. All payments are due by the 7th of the month.

c. Payment Methods.

- 1) **Check.** Payment(s) can be made by check to 75 Trotter Hills Circle, Pinehurst, NC 28374 .
- 2) **Electronic Payments.** Veterans Guardian will also accept payment through electronic means including credit card and ACH transfer. Electronic payments will be set up as automatic recurring payments for the timeframe of the fee schedule.

d. Fee Structure.

- 1) **Option 1: Lump Sum Payment.** The client may choose to make a lump sum payment for the full consulting fee at a 10% discount. Payment is due on the 1st of the month they receive their first increased disability compensation. To qualify for the 10% discount, full payment must be made no later than the 7th of the month in the 1st month the client receives increased disability compensation.

2) Option 2: Scheduled Payments. The client may choose to establish a payment schedule. Veterans Guardian will establish a 5 or 10 month schedule that divides the consulting fee into 5 or 10 equal payments due monthly without any interest or additional fees.

- 1) The first payment is due on the 1st of the month they receive their first increased disability compensation and must be paid NLT then the 7th of the month.
- 2) All subsequent payments are due on the 1st of each month and must be paid NLT then the 7th of the month.
- 3) The client may choose to accelerate the fee schedule and pay more than the minimum required each month with no penalty or additional fees.
- 4) The client agrees to a payment schedule using a bank account or credit card on file that will be automatically debited on the first of each month.
- 3) Any late monthly payments are subject to a \$50 late fee. Any outstanding balance after 10 months may be subject to an annual interest rate of 20%.

5. Death of Client.

- a. In the event of the death of a client during the period in which fees are being collected all payments will immediately stop and any outstanding balance for consulting fees will be forgiven. The client's surviving dependents, heirs or estate will not be liable for any outstanding fees. Any fees collected up to the point of the client's death will remain the property of Veterans Guardian.
6. This agreement contains the entire agreement between the parties and all negotiations and understandings have been included. Any statements or representations which may have been made by any party to this agreement in the negotiation stages of this agreement which may in some way be inconsistent with this final written agreement are declared to be of no value in this agreement. Only the written terms of this agreement will bind the parties.
7. The invalidity or unenforceability of any particular provision of this agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.
8. This agreement is entered into and shall be governed by the laws of the State of North Carolina and said states courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this agreement.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal this

Client

Jennifer L. Ford



Consultant

Scott C. Greenblatt
Veterans Guardian, CEO